

Panaji, 30th June, 2022 (Asadha 09, 1944)

SERIES II No. 13



# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### GOVERNMENT OF GOA

#### Department of Co-operation

Office of the Registrar of Co-operative Societies

#### Order

No. 3/11/2020/Urban/TS-II/SZ/RCS/874

- Read:
1. Order No. 48-8-2001-TS-RCS/III/311 dated 21-4-2017.
  2. Notification No. 3/3/Urban Credit/TS II /PZ/2017/RCS/Suppl/5306 dated 10-02-2020.
  3. Order No. 3/11/2020/Urban/TS II/RCS/ /2556 dated 26th October, 2020.
  4. Letter No. CUCCS/Extension/2010/2021- -2022 dated 13-12-2021.
  5. Letter No. Cuccs/Extension/2010/2021- -2022 dated 30-5-2022.

In exercise of powers conferred upon me under Section 86 (1) & 123 B of the Goa Co-operative

Societies Act, 2001, I, Registrar of Co-operative Societies, Panaji-Goa, hereby extend the term of Adv. Ulhas Parwar, Savitri Apartment, Chaudi, Canacona-Goa, as Registrars Nominee of the Cuncolim Urban Co-op. Credit Society Ltd., Cuncolim, Salcete-Goa appointed vide order referred at Sr. No. 3 above for further period of one year with retrospective effect from 26-10-2021 to adjudicate the dispute referred to him by the society.

The other terms and condition mentioned in the order referred to at Sr. No. 3 above shall continue to remain in force.

The Registrar shall reserve the right to withdraw the order at any stage without assigning any reason thereof.

*Arvind B. Khutkar*, Registrar (Co-operative Societies).

Panaji, 20th June, 2022.



### Department of Education, Art & Culture

#### Directorate of Technical Education

#### College Section

#### Order

No. 16/289/CAS/Degree/DTE/2012/849

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estdt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/ /Estdt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estdt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600 - 39,100) to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation	Date of CAS
1.	Shri Devendra G. Sutar	Assistant Professor in Electronics and Telecommunication Engineering	25-06-2017.

The regular services w.e.f. 25-06-2012 to 12-11-2014 as Assistant Professor in Electronics and Telecommunication Engineering at Don Bosco College of Engineering rendered by Shri Devendra G. Sutar,

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are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/1740 dated 12-10-2006 (Sr. No. 11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/850

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/ /Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600-39,100) to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation	Date of CAS
1.	Ms. Kavita Sanjay Asnani	Assistant Professor in Computer Engineering	30-12-2014.

The regular services w.e.f. 03-07-2000 to 29-12-2014 as Lecturer and Assistant Professor in Computer Engineering at Padre Conceicao College of Engineering, rendered by Ms. Kavita Sanjay Asnani are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/1740 dated 12-10-2006 (Sr. No.11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/851

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/ /Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600-39,100) to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation	Date of CAS
1.	Shri Amit Pundalik Patil	Assistant Professor in Computer Engineering	16-09-2016.

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The regular services w.e.f. 16-09-2011 to 27-11-2014 as Assistant Professor in Computer Engineering at Don Bosco College of Engineering, rendered by Shri Amit Pundalik Patil, are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F.47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/1740 dated 12-10-2006 (Sr. No. 11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/852

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600-39,100) to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation	Date of CAS
1.	Mrs. Soniya Shakil Usgaonkar	Assistant Professor in Information Technology	02-06-2015.

The regular services w.e.f. 02-06-2010 to 23-10-2014 as Assistant Professor in Computer Engineering at Padre Conceicao College of Engineering rendered by Mrs. Soniya Shakil Usgaonkar are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F. 47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/1740 dated 12-10-2006 (Sr. No. 11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing her pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/853

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011, for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600- 39,100) to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation	Date of CAS
1.	Ms. Nadine Amalia Dias	Assistant Professor in Information Technology	21-10-2014.

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The regular services w.e.f. 27-07-2007 to 31-12-2009 as Lecturer in Information Technology and 01-01-2010 to 20-10-2014 as Assistant Professor in Information Technology at Padre Conceicao College of Engineering rendered by Ms. Nadine Amalia Dias are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F. 47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/1740 dated 12-10-2006 (Sr. No.11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing her pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/854

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estdt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estdt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estdt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600- 39,100) to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation	Date of CAS
1.	Ms. Palhavi P. Kerkar	Assistant Professor in Electronics & Telecommunication Engineering	01-06-2018.

The regular services w.e.f. 01-06-2013 to 03-11-2014 as Assistant Professor in Electronics & Telecommunication Engineering at Shree Rayeshwar Institute of Engineering and Information Technology rendered by Ms. Palhavi P. Kerkar are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F.47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/1740 dated 12-10-2006 (Sr. No. 11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing her pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/855

Read: Order No. 16/289/CAS/Degree/DTE/2012/3144 dated 21-12-2021.

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estdt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estdt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estdt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to revise the date of grant of Pay Level-14 (Pre-revised Academic Grade pay of

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Rs. 10,000/- in the Pay Scale of Rs. 37,400-67,000) and re-designation as Professor from the date of grant of CAS, to the following Associate Professor of Goa College of Pharmacy, Panaji, Goa.

Sr. No.	Name	Designation	Revised date of CAS
1.	Shri Anand A. Mahajan	Associate Professor in Pharmaceutical Analysis	18-09-2015.

The regular services w.e.f. 18-09-2012 to 21-07-2014 as Associate Professor at Sinhgad Institute of Pharmacy, Pune, Maharashtra, rendered by Shri Anand A. Mahajan, are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F. 47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/I740 dated 12-10-2006 (Sr. No. 11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/856

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to grant pay level-11 (Pre-revised Academic Grade pay of Rs. 7,000/- in the Pay Scale of Rs. 15,600-39,100) to the following Assistant Professor of Goa College of Pharmacy, Panaji, Goa.

Sr. No.	Name	Designation	Date of CAS
1.	Shri Raveendra L. Hullolikar	Assistant Professor in Pharmaceutical Chemistry	01-07-2015.

The regular services w.e.f. 01-07-2010 to 07-07-2014 as Lecturer in Pharmaceutical Chemistry at P. E. S's Rajaram and Tarabai Bandekar College of Pharmacy, Ponda-Goa rendered by Shri Raveendra L. Hullolikar, are counted for purpose of Career Advancement as per recommendations of AICTE, New Delhi issued vide letter No. F.47-3791-AICTE/5783 dated 10-09-1993 and Government of Goa, Directorate of Technical Education Circular No. 17/9/18/AICTE/2000/DTE/I740 dated 12-10-2006 (Sr. No. 11-Counting of past services).

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

## OFFICIAL GAZETTE — GOVT. OF GOA

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30TH JUNE, 2022

**Order**

No. 16/289/CAS/Degree/DTE/2012/857

Read: Order No. 16/289/CAS/Degree/DTE/2012/3145 dated 21-12-2021.

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II//Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to revise the date of grant of Pay Level-11 (Pre-revised Academic Grade pay of Rs. 7,000/- in the Pay Scale of Rs. 15,600-39,100) to the following Assistant Professor of Goa College of Pharmacy, Panaji, Goa.

Sr. No.	Name	Designation	Revised date of CAS
1.	Asmita S. Arondekar @ Korgaonkar	Assistant Professor in Pharmacology	13-09-2016.

With the placement of the faculty to the higher level of Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing her pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/858

Read: Order No. 16/289/CAS/Degree/DTE/2012/3142 dated 21-12-2021.

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II//Pay Fixation/2009/273 dated 27-01-2011, order No. 17/2/58/2010/Vol. VI/DTE/Part-III/194 dated 27-04-2021 and order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, approval of the Government is hereby conveyed to revise the date of grant of Pay Level-14 (Pre-revised Academic Grade pay of Rs. 10,000/- in the Pay Scale of Rs. 37,400-67,000) and re-designation as Professor from the date of grant of CAS, to the following Associate Professor of Goa College of Engineering, Farmagudi, Ponda-Goa.

Sr. No.	Name	Designation	Revised date of CAS
1.	Mahesh Dhawalikar	Associate Professor in Mechanical Engineering	11-03-2017.

With the placement of the faculty to the higher level of Pay, the respective post, the above faculty currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

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30TH JUNE, 2022

**Order**

No. 16/289/CAS/Degree/DTE/2012/859

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019 and order 17/2/58/2010/Vol. VI/DTE/Part-III/194 dated 27-04-2021, approval of the Government is hereby conveyed to grant Academic Grade Pay of Rs. 10,000/- in the Pay Scale of Rs. 37,400-67,000 and re-designation as Professor from the date of Grant of CAS, to the following Associate Professor of Goa College of Engineering, Farmagudi, Ponda-Goa.

Sr. No.	Name	Designation	Date of CAS
1.	Ameeta G. Sinai Amonkar	Associate Professor in Electronics & Telecommunication Engineering	11-04-2011.

With the placement of the faculty to the higher Academic Grade Pay, the respective posts, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher Academic Grade pay. This post shall stand reverted to the original post, Pay scale and academic grade once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing her pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/860

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019, and order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021, approval of the Government is hereby conveyed to grant Pay Level 14 (Pre-revised Academic Grade pay of Rs. 10,000/- in the Pay Scale of Rs. 37,400-67,000) and re-designation as Professor from the date of grant of CAS, to the following Associate Professor of Goa College of Engineering, Farmagudi, Ponda, Goa.

Sr. No.	Name	Designation	Date of CAS
1.	Nilesh B. Fal Dessai	Associate Professor in Information Technology	27-07-2018.

With the placement of the faculty to the higher level of Pay, the respective post, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of Pay. This post shall stand reverted to the original post, level of Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.

**Order**

No. 16/289/CAS/Degree/DTE/2012/861

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/I-9-II/Pay-Fix/2009/4310 dated 10-10-2011 for implementing the Career Advancement

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Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/I-9-II/Pay Fixation/2009/273 dated 27-01-2011, order No. DTE/Estt/I-9-II/Pay Fixation/2009/782 dated 27-09-2019 and order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27-04-2021, approval of the Government is hereby conveyed for grant of three non-compounded increments on completion of Ph. D degree while in service to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda-Goa, w.e.f. from the date mentioned against the name in column 4 of the table below:

Sr. No.	Name	Designation	Date of effect
1.	Gajanan S. Gawde	Assistant Professor in Computer Engineering	29-06-2018.
2.	Kavita S. Asnani	Assistant Professor in Computer Engineering	10-12-2018.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd June, 2022.



## Goa Medical Council

## Notice

No. GMC/Election/2022/321

## Election to Goa Medical Council

In the election held on 22-06-2022 for electing five members to the Goa Medical Council under Clause (e) of sub-section 3 of Section 3 of Goa Medical Council Act, 1991, the counting of which was held on 24-06-2022 and 25-06-2022, the following five members have been declared elected in the order of the largest number of votes polled by them.

Sr. No. in order of the largest votes polled	Name of the Candidate	Total votes polled
01	Dr. Sawant Vishal Vishnu	845.
02	Dr. Rataboli Padmanabh Vaman	781.
03	Dr. Kamat Shaileshkumar Govind	750.
04	Dr. Patil Rajesh Tukaram	697.
05	Dr. Buvaji Vinayak Gundunath	675.

Dated: 25-06-2022

Sd/-

Place: Bambolim-Goa

(Gajanan Anand Keni),

Returning Officer

Election to Goa Medical Council.

V. No. AP-297/2022.



## Department of Labour

## Notification

No. 28/02/2022-LAB/Part-I/225

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 21-04-2022 in Ref. No. IT/72/2004 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 05th May, 2022.

IN THE INDUSTRIAL TRIBUNAL  
AND LABOUR COURT  
GOVERNMENT OF GOA AT PANAJI  
**(Before Ms. Bela N. Naik, Hon'ble  
Presiding Officer)**

Ref. No. IT/72/2004

Workmen represented by  
General Secretary,  
Gomantak Mazdoor Sangh,  
Shetye Sankul, 3rd floor,  
Tiswadi, Ponda-Goa. ... Workmen/Party I  
V/s  
M/s Glenmark Laboratories Pvt. Ltd.,  
Plot No. L-82/83, Phase-II,  
Industrial Estate,  
Verna-Goa. ... Employer/Party II  
Workman/Party I represented by Learned Advocate  
Shri S. P. Gaonkar along with Advocate Ms. Eruska  
Dias.  
Employer/Party II represented by Learned Advocate  
Shri M. S. Bandodkar.

**A W A R D**

**(Delivered on this the 21st day of the Month  
of April of the Year 2022)**

By Order dated 04-12-2004, bearing No. 28/10/  
2004-LAB/1072, the Government of Goa in exercise  
of powers conferred by Section 10(1)(d) of the  
Industrial Disputes Act, 1947 (Central Act 14 of 1947)  
(hereinafter referred to as the "said Act"), the  
Government of Goa hereby refers the said dispute  
for adjudication to the Industrial Tribunal of Goa, at  
Panaji-Goa, constituted under Section 7-A of the said  
Act.

"(1) Whether the following demands raised by the  
Gomantak Mazdoor Sangh before the management of  
M/s Glenmark Laboratories Private Limited, are justified?

**DEMAND No. 1: PAY SCALES:**

It is demanded that the pay scales be upgraded in  
proper scales and workers be classified and fitted in  
the below grades.

1. 1750-60-2050-70-2400-80-2800-90-3250-95-3725-  
-100-4225-105-4750.
2. 1850-65-2175-75-2550-85-2975-95-3450-100-3950-  
-105-4475-110-5025.
3. 1950-70-2300-80-2700-90-3150-100-3650-110-4200-  
-115-4775-120-5375.

4. 2050-75-2425-85-2850-95-3325-105-3850-115-4425-  
-120-5025-125-5650.
5. 2150-80-2550-90-3000-100-3500-110-4050-120-  
-4650-125-5275-130-5925.

**DEMAND No. 2: FLAT RISE:**

It is demanded that all workers shall be given a  
flat rise of Rs. 1000/- and the same shall be added to  
the basic and fitted in the revised pay scale in the  
higher stage.

**DEMAND No. 3 : FIXED DEARNESS ALLOWANCE:**

It is demanded that the workmen should be paid Fixed  
Dearness Allowance at the rate of Rs.1500/- per  
month.

**DEMAND No. 4: VARIABLE DEARNESS  
ALLOWANCE (VDA):**

It is demanded that the Variable Dearness  
Allowance shall be paid at the revised rate of Rs. 3/-  
per point rise beyond All India Consumer Price  
Index 2000 points (1960=100) the computation of VDA  
shall be made quarterly based on the average  
consumer price index of preceding quarter. The  
amount of Variable Dearness Allowance upto 2000  
points shall be merged in the basic.

**DEMAND No. 5: HOUSE RENT ALLOWANCE  
(HRA):**

It is demanded that House Rent Allowance should  
be paid at the revised rate of 30% of Basic, dearness  
allowance and variable dearness allowance, as the  
cost of accommodation is very high in Goa being a  
tourist State.

**DEMAND No. 6: CHILDREN EDUCATION  
ALLOWANCE:**

It is demanded that the Children Education  
Allowance shall be paid at the rate of Rs. 750/- per  
workmen per month.

**DEMAND No. 7 : CONVEYANCE ALLOWANCE:**

It is demanded that the workmen shall be paid  
additional Conveyance Allowance at the rate of  
Rs. 500/- per month.

**DEMAND No. 8 LEAVE:**

It is demanded that the workmen should be given  
leave on the following basis:

*Earned Leave:* All the workmen should be given  
earned leave at the rate of 36 days earned leave per  
year with accumulation upto 150 days and leave shall  
be allowed to be taken 10 times in a year.

*Casual Leave:* The workmen should be given  
casual leave at the rate of 15 days per year with  
encashment facility.

**Sick Leave:** The workmen should be given sick leave at the rate of 15 days per year and accumulation upto 60 days.

**DEMAND No. 9: LEAVE TRAVEL ALLOWANCE:**

It is demanded that leave travel allowance should be paid at the rate of one months' gross salary instead of present one month basic salary, with minimum of four days earned leave. The amount shall be paid one week before the commencement of the leave.

**DEMAND No. 10: PROMOTION POLICY:**

It is demanded that separate promotion policy should be promulgated in consultation with the Union.

**DEMAND No. 11: FESTIVAL ADVANCE:**

It is demanded that the workmen should be granted festival advance at the rate of two months gross salary once in a year which shall be recovered in 10 equal installments.

**DEMAND No. 12: TRANSPORT:**

It is demanded that free transport facility should be provided to the workmen.

**DEMAND No. 13: MEDICAL ALLOWANCE:**

It is demanded that workmen shall be paid Medical Allowance at the rate of Rs. 3500/- to meet the incidental expenses as the Employees State Insurance Corporation does not pay the incidental expenses.

**DEMAND No. 14: SUPPLY OF RAINCOATS AND SAFETY WEARS:**

It is demanded that workmen shall be given rainwear and safety wear once in a year.

**DEMAND No. 15: SHIFT ALLOWANCE:**

It is demanded that those workmen who work in shifts shall be paid Shift allowance at the rate of Rs. 25/- per day if worked in the 2<sup>nd</sup> shift and Rs. 35/- per day if worked in the third shift.

**DEMAND No. 15A: STAGGERING ALLOWANCE:**

It is demanded that the workmen be given staggering allowance at the rate of Rs. 15/- per day to staggered work.

**DEMAND No. 15 B: SUPPLY OF SOAPS AND TOWELS:**

It is demanded that the workmen shall be given soaps and towels.

**DEMAND No. 15 C: LOANS:**

It is demanded that the workmen shall be given loan up to Rs. 50,000/- for purchase of scooters, house

hold items, towards marriage expenditure or house repairs.

**DEMAND No. 15 D: CONFIRMATION OF SERVICES:**

It is demanded that the workmen working in the manufacturing area on permanent nature of work and completed 240 days shall be confirmed and given all the benefits of permanent workmen.

(2) If yes, to what relief the workmen are entitled?

2. On receipt of the reference, it was registered as IT/72/2004 and registered A/D notices were issued to both the parties. Upon appearance, Party I filed the Claim Statement at Exhibit 3 and Party II filed its Written Statement at Exhibit 5.

3. The case of the Party I in short is that, the Party I states that the "Gomantak Mazdoor Sangh" which is hereinafter referred to as the "Sangh" is a registered Trade Union under the Indian Trade Unions Act, 1926 and is a recognized Union in the factory. The Union is representing majority of the workmen employed by the Party II at the Verna factory.

4. The Party I states that M/s Glenmark Laboratories Pvt. Ltd. is a Company and has been hereinafter referred to as the "Company" registered under the Indian Companies Act, 1956, having a factory at Plot No. L-82/83, Phase II, Verna Industrial Estate, Verna-Goa and is engaged in manufacturing of pharmaceutical drugs and the Party I states that the wages paid to the workers were very less and there were no proper service conditions. The workers were forced to work 12 hours shifts without payment of over time in accordance with the provisions of the Factories Act.

5. The Party I states that the workers in the reference were independently working in shifts in the following departments namely; (1) Gelatin (2) Medicament, (3) Drying, (4) Printing, (5) Inspection, (6) Cartoon over printing, (7) Blister packing, (8) Packing BP 102-I, (9) Rapid Pack, (10) Packing BP.602, (11) Bulk Packing, (12) Tablet Granulation, (13) Tablet Compression, (14) Coating, (15) Tablet Inspection, (16) Stores, (17) Administration etc. and to carry out the normal working, following number of workers are required in each shift.

1. Gelatin: Two workmen in each shift.

2. Medicament: Two workmen in each shift.

3. Drying: Three workmen in each shift.

4. Printing: One workman in each shift.

5. Capsule polishing: One workman in each shift.

6. Inspection: Five workmen in each shift.

7. Cartoon over printing: Five workers in each shift.
8. Blister packing: Six workmen in each shift.
9. Packing BP 102-I: Eleven workmen in each shift.
10. Rapid Pack: Seven workmen in each shift.
11. Packing BP 602: Twenty-six workmen in each shift.
12. Bulk Packing: Forty Five workmen in each shift.
13. Tablet Granulation: Four workmen in each shift.
14. Tablet Compression: Five workmen in each shift.
15. Coating: Three workmen in first shift and two each in second and third shift.
16. Tablet Inspection: Eleven workmen in each first shift.
17. Stores: Six workmen.

6. The Party I states that the products manufactured by these workers were sold in the local market as well as exported and further stated that the workmen were not given any facilities and Party II continued to implement the several unfair labour practices such as keeping the workers as Trainees and though these workers were designated as Trainee Packers/Technician, giving them breaks and employing new workers in their place of work on perennial nature of work and that due to the harassment and violation of provisions of various laws, almost all the production workers of the Party II who had worked for more than 240 days had resolved to join the Union and accordingly they joined the Union namely Gomantak Mazdoor Sangh. Immediately on joining the Union, the General Secretary, Gomantak Mazdoor Sangh informed the Management vide their letter dated 28-03-2004 that almost all the workers had joined the Union. The General Secretary also submitted the Charter of Demands dated 28-03-2004 and on receipt of these letters, the management started harassing the local committee members and active workers of the Union.

7. The Party I states that as the Employer started unfair labour practices, the Union vide their letter dated 02-04-2004 requested the Deputy Labour Commissioner for intervention and accordingly several meetings were fixed but the Employer did not participate in discussions/conciliation proceedings and the matter ended in failure and that on receipt of the said failure report, the Government of Goa was pleased to refer the dispute for adjudication to this Hon'ble Tribunal.

8. The Party I states that broadly the wage structure can be divided into three categories. The basic "Minimum wage" which provides the bare subsistence and is at poverty-line level, a little above is the "fair wage" and finally the "living wage" which

comes at a comfort level. It is well accepted that the norms accepted by the Government, Employers and the workers are laid down by the tripartite committee of the Indian Labour Conference in 1957. The Supreme Court in the case of Standard Vacum Refining Co. of India V/s workmen and Anr. (1961)3 SCR 536 has approved these norms.

9. The Party I states that the tripartite committee of the Indian Labour Conference held in New Delhi in the year 1957 declared the wage policy, which was to be followed during the second five year plan. The committee accepted the following norms for fixation of minimum wages:

1. In calculating the minimum wages a standard working class family should be taken to be comprised of three consumption units for the earner, the earning of workmen, children and adolescent being disregarded.

2. Minimum food requirement should be calculated on the basis of Dr. Aykroyd's recommendations for average Indian Adults of moderate activity.

3. Clothing requirements should be estimate at 72 yards per annum for a workers family of four persons.

4. In estimating house rent for the purpose of fixing the minimum wages, the rent for corresponding minimum area provided under the Government's Industrial Housing scheme, should be taken into consideration.

5. Fuel, lighting and other miscellaneous items should constitute 20% of the total minimum wage.

#### **NEED BASED MINIMUM WAGES.**

The resolution gives to the wage fixation authorities a new insight into social urgency of fixing the wages on considerations which were not earlier economic, that is why organization of labour, have, since the resolution was passed based on their claims, primarily on what is said to be social urgency of the constitution of the conference which was Tripartite in character. The conference constituted of representatives of employers, employees and the Government. Hence, those who were virtually interested in the question of wage fixation had come together to lay down agreed norms of quantifying the Need Based Minimum Wages. The expectation of labour, therefore that these norms should form the basis of all wage fixation in future is quite justified. The Government is committed and bound to enforce the decision of the said conference, which is quite consistent with the directive principles laid down in the Constitution of India.

The following table "A" shows the computation of Need Based Minimum Wages on the basis of a Bal-

anced Diet of Dr. Aykroyd's with a view to establish that there is little difference between this computation and computation basis on Diet for Industrial Workers. The Minimum wages based on such diet is shown in table "A".

**ANNEXURE "A"**

CALCULATION OF MONTHLY COST OF FOOD BASED ON BALANCED DIET MENTIONED IN COLUMN (A) IS AS UNDER:-

Item	Recommended by Dr. Aykroyd's in his balance diet formulas per head	Recommended per month for three consumption units	Per Kg.	Cost
Rice	7 OZ	18.27Kg	15	274.05
Wheat	4 OZ	10.44Kg	10	104.4
Bajari	3 OZ	7.83 Kg	8.6	67.33
Pulses	3 OZ	8.83 Kg	36	317.88
Vegetables (Leaf & Root)	10 OZ	26.1	15	391.15
Vegetables				
Oils (Ground nut)	1 ½ OZ	3.92 Kg	60	235.20
Sugar & Jaggery	2 OZ	5.22 Kg	15	78.3
Vanaspati				
Milk	½ OZ	1.31 Kg	60	78.60
Fish/Meat	10 OZ	26.10 Kg	14	365.4
Fruits	3 OZ	7.85 Kg	60	471
Eggs & Salt	4 OZ	18. Kg	12	216
Condiments	1 OZ	1.5 Kg	18	27
	0.75 OZ	5 Kg	11.96	59.8
Total				2686.11

**ANNEURE "A"**

SUMMARY OF THE CALCULATION OF NEED BASED MINIMUM AT THE PRICE PREVAILING IN DECEMBER, 1999 AT Goa AT CONSUMER PRICES INDEX NUMBER 2100 (1960=100).

	Rs. ps.
Cost of Food	2686.11
Cost of clothing (at average rate of Rs. 50/- per yard) (72 yard per year)=25x72.	300.00
House rent Rs. 550/- pm (paid by the State Government to Class IV employees working in Goa)	550.00
Fuel, lighting and other miscellaneous items of Expenditure should constitute 20% of total Minimum wage.	691.40
Children education, medical requirement Minimum recreation including festivals/Ceremonies and provision for old age,	

Marriages etc. should further constitute 25% Of the total minimum wage (Decided by Hon'ble Supreme Court in Standard Vacuum Refining Company's case (Supra))	1037.10
Total:      Rs. 5185.50	

  

The DA @ Rs. 2 per point beyond 2100 to 2550 points (1960=100)	900
Total:      6085.5	

1. The house rent is taken on the basis of HRA of Class IV Employees of the State Government.

2. The food prices are taken from Goa Bagayatdar Sahakari Society Ltd. and the prices prevailing in Goa Market.

In accordance with Section 4 (i) Minimum Wages Act, 1936, a special allowance towards the cost of living shall be implemented at linkage to AICPI 2100 (1960=100). The future revision should be done periodically to take care of the high increase of prices of essential commodities.

The above concept of fixing the Minimum Wage was approved by the Hon'ble Supreme Court in various judgments.

10. The Party I states that since Goa is a Tourist State, the cost of living is highest in the country, therefore their demands are fair, reasonable and just and states that there is justification to each of its demands which are as under.

#### 11. Demand No. 1: Pay Scales:

The Party I states that at present there is no pay scale and hence the pay scale demanded by the workmen are just and proper. The basic wages paid to the workmen in the pharmaceuticals Units in the region are very much higher than what is paid to the concerned workmen in the present reference. At present, the Basic Wage constitute hardly 30% of the total salary inclusive of allowances and hence the workmen of the company are justified in seeking revision in the pay scales so as to bring them on par with the conditions prevailing in the region and nearby regions.

12. The Party I states that other grounds in support of its claim for revisions in the basic scales of Pay;

a) That the present wages do not come any way near, or to fair wage or to meet daily requirement of the workmen's family. There is a wide gap

between the wages actually received and the wages actually required for subsistence of a family of three consumption units.

b) That the Company is one of the leading companies in India in manufacturing of pharmaceutical drugs and is well established in its line of business and its financial position is extremely sound.

c) That the Company has excellent future and its profits would be many folds in next few years considering working results of the Company in the last three years.

d) That the Company has sufficient capacity to bear financial burden that may be placed upon it if the demand as it is conceded.

e) That the annual increments provided in the existing scales of pay are equally low compared to increments provided in scales of pay elsewhere.

f) Considering the low Basic Wage, the demand of the workmen of flat rise of Rs. 1000/- is fair, reasonable and genuine to overcome the huge gap in ratio of Basic wage and allowance paid to the workmen.

#### 13. Demand No. 3: Fixed Dearness Allowance:

The Union states that the Fixed Dearness Allowance should be paid at the rate of Rs. 1500/- per month.

#### 14. Demand No. 4: Variable Dearness Allowance:

The Party I states that there is no Variable Dearness Allowance paid to the workmen hence it does not neutralize the rise in prices. The Union therefore respectfully states that it is necessary to introduce the system of Variable Dearness Allowance as demanded by the workmen in order to compensate the high inflation rate and further states that as there is no dearness allowance linked to the cost of living index, the Union or workmen in claiming for implementation of VDA as the consumer price index numbers show rise trend as in the instant case. In the present case there is no fixed dearness allowance or Variable Dearness Allowance linked to the working class consumer cost of living numbers, therefore their demands for variable dearness allowance linked to the consumer prices is just & proper.

15. The Party I states that **Mr. Meher, the former President of the Industrial Court, Bombay** made three decades ago following observation in his Award in the dispute between **Goodlass Nerolac Paints Ltd., Bombay and the workmen (Head Office staff only)** employed under it. "Though the Dearness Allowance has been linked with the Consumer Price

Index, it is to be borne in mind that it neutralizes only a portion of the rise in the cost of living and as the cost of living index has greatly increased the percentage of neutralization has become less and less.

16. The Party I states that the Supreme Court has also observed in the case of **Remington Rand** and also in the case of **Karamchand Thaper** that if the cost of living index numbers show the tendency to rise very high, the workmen would be entitled to claim that there should be a change in the rate of neutralization and as such a demand cannot be rejected without examining its merits solely on the ground that a provision has been made for adjustment.

17. The Party I states that the present index numbers do not take into consideration several important items which go in the making of working and middle class family budgets. Moreover items like food taken for compilation of the index numbers are not the items actually consumed by the workmen. Similarly, the weightage given to many items in the compilation of index numbers is improper. The price taken for compiling of the index numbers are controlled prices. But the consumable commodities are not available in sufficient quantities at controlled prices and at times these controlled items are not at all available. The workmen are therefore required to depend upon market prices which are very high. The consumer price index numbers therefore do not reveal the correct picture because of the aforesaid infirmities. The Dearness Allowance linked up with such index numbers therefore does not reflect the correct rise in the prices.

18. The Party I states that the Company pays low basic wage and no dearness allowance compared to basic and dearness allowance payable to the workmen elsewhere and with these results the workmen find it difficult to make both ends meet. It is further stated that low basic and no dearness allowance also mean loss in provident fund, bonus, gratuity and other fringe benefits. The workmen, therefore, lose very heavily on indirect or fringe benefits of both basic wage and no dearness allowance.

19. The Party I states that following amongst other reasons in support of the claims for revision in dearness allowance rate;

a) That the basic wage rates are very low. With low basic wages and no dearness allowance, the pay packet of the workmen or take home pay is low.

b) That any upward revision in the dearness allowance is necessary when there is a substantial rise in consumer price index numbers.

This has been held by Hon'ble Supreme Court of India in many of their land mark judgments.

20. In support of the demands, the Party I relied on following Judgments of the Hon'ble Supreme Court.

(i) **Burn & Co. V/s their workmen (1959-I LLJ.P. 457)** the Hon'ble Supreme Court has observed that "*with respect to dearness allowance for all clerks and workmen, the Award of the Tribunal cannot be interfered with. The cost of living has increased since the agreement of 1950 and the finding of the Tribunal is that the scale of pay shall still fall short of living wages. These grounds are sufficient justification for the award concerning the increase allowed in the dearness allowance*".

(ii) **French Motor Car Co. Ltd. v/s their workmen (1962 II LLJ. P. 744 at P. 747)**, the Apex Court has observed that "*the Tribunal has however, pointed out that there has been a large increase in the cost of living index since 1955 and cost of living index number for workmen had gone up from 338 in 1955 to 420 in 1960. It had gone to 428 in 1961 when the award was made. In view of this change in economic conditions, the Tribunal was of the opinion that case had been made out for further revision of wages-scales, particularly as the dearness allowance was also revised in 1951 by agreement and the effect of that was reduced dearness allowance. We see no reasons, in these circumstances, to disagree with the view of the Tribunal that a case has been made out for revising the wage structure*".

21. In view of the above submission the Union states that the demand for revision in Dearness Allowance is just, fair and proper and Hon'ble Tribunal may be pleased to grant the same in the terms in which it has been made.

22. It is further stated that the burden that may be imposed upon the Company shall be much less as the cost of labour is not even 2% of the sale.

#### **Allowances:**

23. The Party I states that the demands for grant of the allowances are just and proper as the principles of payment of allowance is being considered by the Management. The officers of the Company are given all the allowances, which are revised on yearly basis. Besides the allowance, they are provided with the accommodation, free transport, free education of the children and hence, no separate justification is required. It is further submitted that Goa being a Tourist State, the cost of living is very high. The consumer price index for Goa is always more than 12 points higher than any parts of the country and hence

their demands for higher rates of allowance are just, fair and proper.

**24. Demand No. 5: House Rent Allowance:**

The Union submits that the demands of House Rent Allowance at the revised rate of 30% of Basic and Dearness Allowance, as the cost of accommodation is very high in Goa due to Goa being a Tourist State. The Employer has already accepted principles of giving allowance and by accepting the principles the Employer has extended the benefits to its Officers. Hence, no separate justification is required.

**25. Demand No. 6: Education Allowance:**

The Party I states that the demands of the Education Allowance of Rs. 500/- per workmen per month considering the high cost of education in Goa is just and proper. The Employer has already accepted the principles of giving education allowance/reimbursement to the Officers for their children and fees are reimbursed by the employer. Hence no separate justification is required and their demand is just and proper.

**26. Demand No. 7: Conveyance Allowance:**

The Party I states that the demand of those workmen who are not provided with the transport facility shall be paid conveyance allowance at the rate of Rs. 650/- per month as the cost of transport is very high and public transport is not adequately available and workers have to attend the duties by spending very high amount from their pocket. The Employer has already accepted the principles of giving transport allowance to the Officers. Hence no separate justification is required and their demands are just and proper.

**27. Demand No. 8: Leave:**

The Party I states that the demands of the workers to increase the leave mentioned below is just and proper as the workers need rest after working hard in order to maintain their health.

- a) *Earned Leave:* Union demands that all the workmen should be given Earned Leave at the rate of 36 days E.L. per year.
- b) *Casual Leave:* Union demands that all the workmen should be given Casual Leave at the rate of 15 days per year.
- c) *Sick Leave:* Union demands that all the workmen should be given sick leave at the rate of 15 days per year. And accumulation up to 60 days be given.

**28. Demand No. 9: Leave Travel Assistance:**

The Party I states that the demands of the LTA at the revised rate of one month gross salary instead of

present one month Basic Salary per year is just and fair as the same is accepted by the Central Government while granting the LTA to the workers. Based on accepted concept other Industrial Units are paying the LTA in order to facilitate the workers to go to their native place or for a holiday from the hectic work atmosphere, and hence no separate justification is required.

**29. Demand No. 10: Promotion Policy:**

The Party I states that their demand for promotion policy is just and fair and considering the nature of duties the workers are required to carry out, the promotion policy is a must which is required to reward the workers for the hard work they have put in. The promotion is the accepted norms and to avoid like and dislike policy of the Management, a new promotion policy based on three years' service in one grade should be promoted to the higher grade.

**30. Demand No. 11: Festival Advance:**

The Party I states that their demand for Festival advance is just and proper as for the festival celebration additional money is required and workers with such smaller salary cannot manage the extra cost with the monthly wage and hence the advance of two months' gross salary for the festival is necessary which may be recovered from ten equal installments.

**31. Demand No. 12: Transport:**

The Party I states that the workmen are asked to work in all the three shifts and there is no public transport available in Goa and hence their demand for transport facility from factory to Panaji, Ponda, Vasco and Margao and vice versa is just and proper.

**32. Demand No. 13: Medical Allowance:**

The Party I states that their demands for medical allowance is just and fair as the ESIC does not reimburse day to day medicine required for minor sickness.

**33. Demand No. 14: Supply of Raincoats and Safety wears:**

The Union states that nowadays it is well established practice of supplying the rain coats/Umbrellas to the workers once in year to protect them from the rains. The Factory Act also provides for the supply of protective gears such as safety shoes etc. and hence no separate justifications are required and therefore the demands for the supply of Raincoats/Umbrellas & Safety shoes which is followed in most of the industrial establishments in the region is just and proper.

**34. Demand No. 15: Shift Allowance**

The Party I states that the shift allowance is fair, just and proper. The authorities and the Honorable

Courts in several cases have already accepted this demand. The shift allowance is paid to compensate the workers for the hardship caused due to shift workings and hence their demand for shift allowance is just and proper. The demands for the yearly gift is just, fair and reasonable which is followed in the most of the industrial establishments in the region. Hence, this Hon'ble Tribunal be pleased to concede the same.

**35. Demand No. 15A: Staggering Allowance:**

The Party I states that their demands for staggering allowance is just and proper. Considering the hardship caused due to the staggering working system in several factories, the staggering allowance is paid and hence, no separate justification is required.

**36. Demand No. 15B: Supply of soaps and Towels:**

The Party I states that the demand for supply of soap and towel is just and proper as the workers have to work in the production area and due to chemical and other material handled by the workers, it requires proper cleaning and hence the soap and towels are basic requirement at the work place.

**37. Demand No. 15C: Loan:**

The Party I states that the demands of the workmen for Loan of Rs. 50000/- is just and proper, as such amount is required to meet the additional expenses such as Marriage, House repairs and/or purchase of other house hold items such as Fridge, Television & two wheelers etc.

**38. Demand No. 15D: Confirmation of services:**

The Party I states that all those workers who have put more than 240 days continuous work of permanent nature of work shall be confirmed. All the male workers who have completed 240 days were working independently in all three shifts on the machines and the departments referred to in para 4 & 5 above. As the work is of permanent nature and carried out by them independently and the female workers were working in the first shift or in the General shift in permanent nature of work. Hence, their demand for confirmation of services is just and proper.

39. It is therefore prayed that the Tribunal may declare that the demands are genuine, reasonable and grant the same from the date of the Charter of Demands and to award any suitable order.

40. The Party II filed the Written Statement denying the case put forth by the Party I and raising the objections that the entire reference is bad in law and not maintainable and it is vague and incapable

of adjudication. It is also their objection that none of the workers presently employed by the Company are the members of the Union and the Union has not shown as to on whose behalf and to whom the Award, if any, shall be applicable.

41. The case of the Party II is that as of today none of the workers having so called affiliation with Gomantak Mazdoor Sangh are working in the Company at the factory at Verna, whereas Gomantak Mazdoor Sangh claimed to show membership of the Union and if it is so, it is not possible to adjudicate the matter in particular of the Charter of Demands where no workers having allegiance with the Gomantak Mazdoor Sangh are working with the company and the workers who were originally employed were raw workers and they had no experience of pharmaceutical industry and therefore raw workers are required to be trained for specific purpose and unless persons are trained as per satisfaction of the management these workers cannot claim anything from the Company. The Party II states that it is the prerogative of the Company to employ trainees and there is nothing illegal about the same and it is true that the Company did employ raw workers as trainees and specific training of one year was given to them in different departments. The Party II further states that while giving training to the workers, they had to learn also to work in different shifts and for the purpose of said learning and to understand the environment in different shifts, the said trainee workers were deployed in their own interest as desired by the company so that they get sufficiently trained for their absorption, if at all they complete the training period satisfactorily depending upon the requirement of the company and that if a workmen under training is not prepared to get trained properly may be because of inherent inefficiency in them or for whatever reason, the company is not bound to employ them after completion of the training period and that the policy of the Company is that on satisfactory completion of the training period, certain trainees were absorbed in employment as regular workers. The Party II further states that if performance of any trainee is not satisfactory and inspite of informing the Trainee about the same and if there is no improvement in their performance, the question of considering them in regular employment after completion of the training period does not arise and appointment letters issued to the trainees does not create any obligation on the part of the company to make them permanent.

42. It is also stated that the Sangh has tried to impress upon the Tribunal to justify its demands by defining the various categories of wages as

contemplated in tripartite committee of the Indian Labour Conference in 1957. The calculation of monthly cost of food based on balance diet as mentioned in Annexure A is the creation of the said Sangh and it has no relevance with the salary/wages of the workers of the company and that the Sangh has systematically avoided to consider the three basic principles which are very important segments while considering any charter of demands or any increase in wage structure i.e. the Paying capacity, comparable concern and industry cum regional principles, the wage structure of the Company is just, fair and proper and the Tribunal should not consider any demand raised by the Sangh. It is stated that the Pay scales mentioned in the schedule are very high in nature and does not commensurate with the job and responsibilities carried out by the workers. The Company is paying adequate and sufficient wages to its workers. The Party II further states that it has started its manufacturing activities somewhere in the year 2001 at Verna and therefore the wage structure of any other company which have started its activities 15 to 20 years back and have signed 5 to 6 settlements or more than that cannot be compared. After considering the rise in price index and inflation, the Party II is giving increases every year during the month of April, which can dilute the inflation and cost rise and in any event, there cannot be any comparison with such companies and if at all any comparison is considered, it has to be considered with the establishments having same life period of functioning. Therefore the comparison and reasoning or justifications given by the Sangh is irrelevant and is not correct or genuine and ought to be rejected.

43. The Party II states that company is paying reasonable and sufficient increments and giving substantial increases in emoluments, considering the inflation, rises in living etc. and the said increases or the present wages are commensurate with the job and responsibilities attached to the work of those workers. The comparisons of wages/emoluments paid to the workers of the company with the wages of other units which have started their business 10 to 15 years back or before cannot be done and if at all the Gomantak Mazdoor Sangh intend to do any comparison, it should be done with similar type of units with the same age and that it is definitely paying more than what other units of similar types are paying to their workers. Therefore, the demand of any increase in pay or increase in flat raise does not have any justification and needs to be rejected.

44. It is also their case that there is no proper justification or reasoning for demanding the F. D. A at the rate of Rs. 1500/- per month. The Party II states

that they are paying fair and reasonable amount of emoluments to the workers and the demand of the Sangh needs to be rejected and though it is true that there is no component by name VDA, the annual increases given in the month of April every year gives substantial increase in emoluments to neutralize any rise in price and it takes precaution of any inflation, increase in price index, etc. In fact even if there is no increase in price index or increase in inflation, the company do pay the increases irrespective of the increases of inflations and the workers of the company are getting more amount than any other organization where the VDA component is implemented, therefore the demand of the VDA do not hold good and needs to be rejected and that the wage structure of the company is fair, proper and it has considered all the concept including the prize index, standard of living etc. therefore, there is no requirement of VDA or allowances as demanded by the Sangh. The justification given by the Sangh is absolutely false and has no relevance in the subject matter of the present case and as such there cannot be any comparison with the amounts/emoluments or benefits paid to the Officers of the Company with the benefits paid to the workers, having regards to the nature of work, responsibilities and risk factors. The Party II states that almost all the workers represented by the Gomantak Mazdoor Sangh are in fact unmarried, therefore, demanding or paying education allowances has no relevance but still the Company is paying the educational allowances and the demands are unjustified and the same needs to be rejected. It is also their case that most of the workers of the company are residing at nearby locations or are using their own two wheelers, therefore spending huge amount in transport do not hold good and company is paying the adequate conveyance allowances. The Party II also denies that the Employer has already accepted the principles of giving transport allowances as contemplated by the Gomantak Mazdoor Sangh. The Party II further states that there cannot be any comparisons to the benefits/perks provided to the Officers with that to the workers considering the nature of work, risk, skill and responsibilities etc. The Party II presently is giving 10 days casual leave, 10 days sick leave and 20 days Earned leave which is more than the practice prevailing in the industry and that in fact the said leave benefits are much more than the leave benefits provided to the workers under the relevant provisions of law. Therefore, the workers are not entitled to any additional leave as demanded by them and their entire demand needs to be rejected.

45. It is further their case that the Sangh cannot demand increase in L.T.A facility. The Company

denies that the present Leave Travel Assistance of the Company is inadequate and that L.T.A is based on the prevailing practice in the industry and the Sangh cannot compare the LTA facility available to the Central Government Employees with the industrial workers to demand the additional LTA benefits. The Party II also states that the promotion policy cannot be an industrial dispute or the subject matter of the industrial adjudication. The Party II states that the demand of the Sangh about the promotion policy cannot hold good in the Charter of Demands and it is entirely the prerogative of the Management and that it has a promotion policy and the company gives promotions to the eligible and deserving workers as and when there exists vacancy. In any event such demands cannot become part and parcel of the Charter of demands and on this ground itself it needs to be rejected.

46. The Party II states that the festival advance is a facility provided by the Company to its workers as a social obligation and Company do follow its responsibilities about the social welfare of its workers. The Company do provide the transport facility as and when required to its workers, keeping in mind the feasibility of public transport and other circumstances. The workers in the nights shift are picked up and dropped at the nearest place of their residence. The company also provides a rest room to the workers who do not wish to travel during the odd timing. Therefore their demands are without any footings. The workers of the Company are covered under the provisions of the ESI benefits scheme which is a welfare legislative measure implemented by the Government to the workers of the industrial establishment and the Company fully implements the said facilities to its workers and all the workers represented by the Gomantak Mazdoor Sangh are covered under the said benefits scheme. The Company further states that in addition to ESIC, the Company is also providing equivalent to one month's basic salary as medical reimbursement to the workers. Therefore any additional demand of the workers is improper. The Party II also states that it has complied with all the requirements of safety measures to its workers including safety shoes as and when required. The Company further states that business of the company is formulations and there are no hazardous activities being carried out. Not a single employee is exposed to hazardous chemicals or working on dangerous machineries which requires the protective measures. The nature of duties of the workers also are restricted within the Plant area and they are not required to work in rain and outside the covered premises, therefore they will not require any raincoats or umbrellas and the entire demands of the workers are improper.

47. The Party II states that normally the Company is working in two shifts and in exigencies, third shift is planned. The Company provides free nutritious snacks to the workers who work in second or third shift. The Company has also made the required provisions for the workers working in the shift including the provision for recreations and rest rooms and that the demand of the yearly gift cannot be a subject matter of industrial dispute or be adjudicated by the industrial court and neither the Union nor the workers should make such demands and that the Tribunal should not entertain such demands. The Party II states that the workers of the Company are not facing any hardships out of any staggering working system within the functioning of the company therefore considering any demand for allowances or benefits arising out of the staggering shift like any other establishment as contemplated by the Sangh would not have any substance and the company is planning to introduce staggered weekly off system so that the workers will get the benefits of spending their weekly off with their family members and enjoy the weekends. The supply of soaps and towels could not be a subject matter of the Charter of Demands or industrial dispute to be adjudicated by the Industrial Tribunal. Party II also states that the sanctioning of any loan for purchase of fridge, television, two wheelers etc. cannot be justified or could not be the subject matter for adjudication by this Tribunal and the banks and other financial institutions are providing the loan for any of such or other purposes at very reasonable rate of interest and with better modes of repayment and that having regards to the financial positions of the Company, it cannot consider any demands or take any financial burden and such types of demand cannot be a subject matter to be decided by the Industrial Tribunal and as such it is prayed that the entire reference be rejected.

48. In the rejoinder at Exhibit 7, the Party I denied the case put forth by Party II in the Written Statement.

49. Based on the above mentioned pleadings, my Learned Predecessor has framed the Issues which are at Exhibit 8 and pursuant to the amendment made to the pleadings an additional issue came to be framed at Exh. 32 by my Learned Predecessor and the same are as follows:

- (1) Whether the Party I proves that the demands raised by it are genuine and reasonable?
- (2) Whether the Party II proves that its employees are not the members of Party I Union?
- (3) What Order? What relief?

50. Additional Issue No. 1A came to be framed on 12-08-2008.

1A. Whether the Party I proves that they were Employees of the Party II on the date the demand was raised?

51. Additional Issue No. 2A came to be framed at Exhibit-32 dated 18-12-2013 which is as follows:

2A. Whether the Party II proves that Party I are not the members of Gomantak Mazdoor Sangh and hence it has no locus standi to represent them and therefore what has been referred by this Court is not an Industrial Dispute?

52. Additional Issue No. 2B came to be framed at Exhibit-49 dated 11-09-2018 which is as follows:

2B. Whether the Party II proves that reference is to be disposed of in terms of settlement dated 19-10-2005 signed with Glenmark Laboratories Employees Union majority Union?

53. In support of the case, Party I examined Shri Puti Gaonkar, General Secretary of the Union and produced on record copies of two letters dated 28-03-2004 addressed to the Party II at Exhibit 17 Colly, copy of Charter of Demands dated 28-03-2004 at Exhibit 18, copy of letter dated 02-04-2004 addressed by the Union to DLC at Exhibit 19, copy of Minutes of conciliation proceedings dated 20-05-2004 at Exhibit 20, copy of Failure Report dated 05-07-2004 at Exhibit 21, copy of letters dated 04-11-2004 and list of 163 workmen at Exhibit 22 Colly, copy of Settlement dated 03-06-2006 between Party I/ Union and Indico Remedies at Exhibit 23, copy of settlement dated 22-05-2009 between M/s Geno Pharmaceuticals and their workmen at Exhibit 24 and copy of Settlement dated 02-02-2010 between Party I/Union and Cadila Health Care Ltd. at Exhibit 25. During cross-examination documents produced on record are; copy of balance sheet dated 31-03-2002 at Exhibit 34, copy of balance sheet dated 31-03-2003 at Exhibit 35, copy of balance sheet dated 31-03-2004 at Exhibit 36, a copy of balance sheet of Party II for the year 2010-11 and 2011-12 at Exhibit 37 and 38 respectively, copy of Affidavit-in-Evidence and cross examination of Shri Nityanand Kosmekar in Ref. IT/33/04 at Exhibit 39, copy of format of declaration addressed to the Party II at Exhibit 40 and certified copies of the documents before the Dy. Labour Commissioner, Margao at Exhibit 41 Colly.

54. The Party II also examined Shri Seetharama Buddaraju who was the Director of Party II as their first witness and has produced on record copy of wages shown from March, 2002 to April, 2004 for 17 workmen at Exhibit 44, copy of settlement dated 19-10-2005 at Exhibit 45 and copy of Annual reports

for the year 2008-2009 and 2009-2010 at Exhibit 46 Colly.

55. Heard arguments Learned Advocate Shri S. P. Gaonkar argued on behalf of Party I and Learned Advocate Shri M. S. Bandodkar argued on behalf of the Party II. Both the Parties have placed on record written submissions.

56. I have gone through the records of the case and has duly considered the arguments advanced and also the arguments placed on record and after going through the same, I have given my reasons and findings on the issues which are framed and the same are as follows:

Issue No. 1	... In the Negative.
Issue No. 2 & 2A	... In the Affirmative.
Issue No. 2B	... In the Affirmative.
Issue No. 1A	... In the Negative.
Issue No. 3	... As per final order.

#### R E A S O N S

##### **Issue No. 2 and Additional Issue No. 2A.**

57. Issue No. 2 and Additional Issue No. 2A are discussed together for the sake of convenience and also as their contents are almost the same being inter-related. The Employer/Party II have examined Shri Seetharama Buddaraju who is the Director of Party II after which the Party II closed their case. He has mentioned in his Affidavit-in-Evidence the detailed case of the Employer and he states that since he is associated with the Company from May, 2005 and he is conversant with the facts of the case. He has placed on record the copy of the wages of the 17 workmen from March, 2002 to April, 2004 which is at Exhibit 44 and the copy of the Settlement dated 19-10-2005 made between the Party II/Employer and their workmen represented by Glenmark Laboratories Employees Union which is a Memorandum of Settlement arrived at u/s 2(p) r/w Section 18(1) of the Industrial Disputes Act, 1947.

58. Throughout the Written Statement it is the case of the Party II that the present reference is vague and incapable of adjudication as none of the workers presently employed by the Company are the Members of the Union and therefore according to them the Union has not shown, as to on whose behalf and to whom the Award, if any, shall be applicable. He states that the Party II was established at Verna Industrial Estate, Goa somewhere in the year 2001. They received a letter dated 28-03-2004 purported to have been signed by Shri P. Gaonkar claiming to be the General Secretary of Gomantak Mazdoor Sangh (GMS) but no list of workers claiming to be their

members were submitted. He has also stated that without even verifying whether any workmen are its members or not, he submitted the Charter of Demand on the same date which showed that the Union was in a hurry to submit the Charter of Demands without properly verifying whether any workmen permanent or otherwise have become their members or not and on account of this defect also the present reference is not maintainable. He also states further that the correct factual position is that none of the workers having allegedly the so called affiliation with GMS are working in the Company at the Factory at Verna. He has also stated that there is also another Union known as Glenmark Laboratories Employees Union which is having majority character and even they have sent the Charter of Demands and the same has arrived at a Settlement between them.

59. Now, coming to the cross-examination of this witness, it is seen that the same could not be shaken and the same has remained intact throughout. Most of the cross-examination is full of denials and suggestions and he has produced the Annual Reports for the Year 2008-2009 and 2009-2010 which is at Exhibit 46 Colly. He has deposed on the basis of the fact that he worked in this Company for 6 years from 2005 to 2011 and during this period he is aware of the functioning of the Company and states that his deposition is thereafter based on the basis of an independent Director of the Company. Since it is the objection of the Party II that its employees are not the members of the GMS and as such the Party I has no locus standi to represent themselves in the present matter and the same needs to be looked into the fact that on the basis of the evidence and on the documents relied upon by both the Parties it is seen that none of the workers presently employed by the Company are the Members of the Union and therefore that the Union has not shown as to on whose behalf and to whom the Award, if any, shall be applicable as it is a settled law that it was necessary on the part of the Union/Party I to file the list of members with all the relevant details such as Membership Registration, Membership Fees being paid and authority given by the workmen to be represent by the Union and so also it was necessary to place on record the Authority given by the workmen to the Union to show that the workmen had authorized to raise an industrial dispute in connection with the Charter of Demands. The documents produced by the witness of the Party I, Shri Puti Gaonkar which are from Exh. 17 Colly to 24 and Exh. 17 Colly are the two letters dated 28-03-2004 made by the Union to Party II but a perusal on this document shows that there is nothing on record to show that all the names of these

workmen mentioned on Exh. 17 Colly are the members of GMS, nor these workmen have passed any resolution giving authority to the said Union to represent them in the present dispute. Further, the copy of the Charter of Demands also dated 28-03-2004 at Exh. 18 does not show anywhere that any resolution has been passed by the workmen asking the Union to represent them to raise the Charter of Demands and therefore, I am in total agreement with the arguments advanced by Learned Advocate Shri M. S. Bandodkar for the Employer that the Union was in a hurry to raise the Charter of Demands on the same day i.e. 28-03-2004 and so they went to the extent of not verifying the details of the workmen whether they were members or no of the Union. Even otherwise, the Party I have not produced any resolution to show that they are the Members of the Union. Exh. 19 is the copy of the letter dated 02-04-2004 made by the Union to the Dy. Labour Commissioner which does not show anywhere that the so called workers of the Company are the Members of the Union and even otherwise, Exh. 20 which is the copy of Minutes of conciliation dated 20-05-2004 and Exh. 21 which is a Failure Report dated 05-07-2004 does not indicate that the General Secretary Shri P. Gaonkar have filed any documents such as the detailed list of the workmen, the Membership Register, the Resolution and the Report which is submitted to the Secretary, Labour does not show any workers of the Company are the Members of the Union or that the Resolution has been passed by the workmen to raise the Charter of Demands. It is also to be noted here that the Party I have not examined any of the so called workmen of the Company but they only chose to examine Shri P. Gaonkar who claims to be the General Secretary of the Union.

60. Shri P. Gaonkar in his cross-examination at Page 11 has stated that "It is true that the workers who are presently employed at Verna Factory are not the members of the Party I Union". Shri P. Gaonkar has also admitted in his cross that a separate Union was formed by the Officers of the Party II Company and states that "It is true that Glenmark Laboratories Employees Union was registered under the Trade Union". He has even admitted further in his cross that the letters at Exh. 17 Colly and Exh. 18 are having the same date which is 28-03-2004 and further admits that the schedule to the Order of Reference does not mention the date of demands. It is pertinent to note here that he has admitted in cross that at present he does not have any document to show that the workers whose names are listed in the list annexed to the letter dated 04-11-2004 at Exh. 22 Colly were working with the Company. He has

further admitted that he cannot produce the Appointment Letters of the employees whose names are mentioned in the list at Exh. 22 Colly and also admitted that he cannot produce any document to show that the Company had given the same designations to the employees as mentioned against their names in the list at Exh. 22 Colly.

61. In the cross-examination when it was asked to Shri P. Gaonkar that Party I has not produced the Register of Membership, Fees paid by the Members before the Conciliation Officer at any time till the Failure Report was submitted, he stated that he had shown the Register of Membership as well as the record of payment of fees by the Members to the Conciliation Officer but has not produced the same. This admission on part of Shri P. Gaonkar clearly proves that because they had no documents they failed to produce it before the Tribunal and this statement that he had produced before the Conciliation Officer is of no use nor it carries any weightage as there is no support to this statement by any documentary evidence or through the testimony of any workmen. He goes to the extent of stating that only after verification of all these documents, the dispute was admitted in conciliation is also a statement without having any evidence of any nature and therefore the same is baseless and moreover, he admits further that the Failure Report dated 05-07-2004 at Exh. 21 Colly does not mention that he had shown all the documents such as the Register of Membership, Fees paid by the Members before the Conciliation Officer. Hence, this statement of Shri P. Gaonkar clearly proves the objections raised by the Party II/Employer, therefore I have no hesitation to believe that Party I are not the members of GMS and hence they have no locus standi to represent them in the present reference. Even, further in his cross-examination when it was asked to Shri P. Gaonkar that there is nothing on record to show that any list of members whom he was representing was produced before the Conciliation Officer or before this Court, he stated that there is no such list produced before this Court but he states that he had produced the said list before the Conciliation Officer which also he failed to prove before this Court.

62. The Party I failed to show the nexus between them and the Union and the workmen on whose behalf the dispute has been espoused by it and so also there is nothing on record to show that the workmen had authorized Shri P. Gaonkar to represent them in the present dispute. At this juncture, I place reliance on the following authorities:

1. **Sindhu Resettlement Corporation V/s Industrial Tribunal, Gujarat 1968(1) LLJ 834 and in the case of Workmen of Dimakuchi Tea Estate V/s Dimakuchi Tea Estate 1958 SCR 1156** the observations in which indicate than an industrial dispute, as defined, must be a dispute between employers and employers, employers and workmen and workmen and workmen and according to him since in the case in hand there is nothing to indicate that the workmen had espoused the dispute and it has to be held that Shri P. Gaonkar had no authority on behalf of the workmen and that Party I Union has no locus standi to espouse the dispute.
2. Deepak Industries Ltd. V/s State of West Bengal 1975 (I) LLJ 293 in which it is observed as under "...if a group of workmen raise a dispute that can also constitute an industrial dispute within the meaning of the Act, which may be referred to the Tribunal in due course. But when the dispute is sponsored or espoused by a Union, it seems to have been uniformly held by the judicial decisions that when the authority of the Union is challenged by the employer, it must be proved that the Union has been duly authorized either by a resolution by the members or otherwise that it has the authority to represent the workmen whose cause it is espousing" and further observed that what is required by the Union to espouse the dispute on behalf of the workmen is either a resolution or authorization by individual workman.

63. Thus, the observations in the judgment in the case of Sindhu Resettlement and Deepak Industries (both cited supra) squarely apply to the instant case because the dispute herein cannot be termed as the one between the employer and the workmen. Hence, Issue No. 2 and additional issue No. 2A are therefore answered in the affirmative.

#### **Issue No. 1**

64. The Party I workmen has placed on record the Affidavit-in-Evidence of Shri Puti Gaonkar after which they closed their case and the Party II examined Shri Seetharama Buddharaju as their witness after which the Party II also closed their case. Shri P. Goankar states in his Affidavit-in-Evidence that he is the General Secretary of Gomantak Mazdoor Sangh and the Union is representing majority of the workmen employed by the Party II at the Verna Factory and according to him in the last week of March, 2004 almost all the workers employed by Party II joined his Union. The Party II has established the

pharmaceutical Factory at Verna Industrial Estate which manufactures various drugs and according to him initially the Factory production was carried out at Kundaim, however, since the year 2000 some of the workmen at Kundaim Factory were transferred to the new Factory at Verna and according to him the Party II company is a major pharmaceutical company engaged in manufacturing of drugs and further states that the wages paid to the workers were very less and there were no proper service conditions and the workmen were not given any facilities and Party II started implementing various unfair labour practices and due to all these harassment and committing violation of various laws, almost all the production workers of the Party II who worked for more than 240 days joined the Union namely GMS and this was informed to the Management vide their letter dated 28-03-2004 and according to him almost all the workers have joined the Union and they also submitted the copy of the Charter of demands dated 28-03-2004 and on receipt of this Charter of Demands, the Management started harassing the Committee Members and the active members of the Union.

65. Further, according to him as the Management started unfair labour practices, the Union made a letter dated 02-04-2004 to the Dy. Labour Commissioner for intervention and inspite of holding various meetings, the conciliation proceedings ended in failure and as such upon the Failure Report, the Government was pleased to refer the dispute to this Tribunal for adjudication. It is also the grievance of the Party I workmen that the wages paid to them were very low and not sufficient to meet their day to day needs and as such vide the Charter of Demands the Party I put their demands with respect to the pay-scales and various other facilities to be provided to them. He has stated that the Party II Company is one of the leading companies in India in manufacturing the drugs and its financial position is very strong and since the Company has sufficient capacity to bear the financial burden the Party I submitted the Charter of Demands.

66. Shri P. Gaonkar has admitted in his cross that "It is true that the schedule to the Order of Reference does not mention the date of demands". This also goes to show that the Charter of Demands was submitted in a hurry and the same is therefore vague and moreover it is admitted by the witness of Party I.

67. Now coming to the cross-examination of Shri P. Gaonkar, it is seen that the Balance Sheet of Party II as on 31-03-2002 at Exh. 34 was shown to him which was admitted by him and so also the Balance Sheet of Party II as on 31-03-2003 at Exh. 35 and the

Balance Sheet of Party II as on 31-03-2004 at Exhibit 36 was shown to him which clearly shows that the Company was making heavy losses during all these years and when this question was posed to him, Shri P. Gaonkar stated that he cannot say anything to it. This answer goes to show that the first witness of the Party I does not wish to state and admit that the Company was in losses. Further, the Balance Sheets of Party II for the years 2010-11 and 2011-12 which are at Exhibits 37 and 38 respectively were shown to him and it was asked to him that normally Companies are referred to the Board for Industrial and Financial Reconstruction (BIFR) when their network is less than what Company owes to the Bank or to Creditors, to which he stated that "I am not aware". It is pertinent to note here that he has initially stated that he knows what is BIFR but inspite of knowing it, he chose to state that he is not aware. He also admitted that he can read the Balance Sheet but according to him he does not understand its terminology. Further also when it was asked to him that the amounts shown on Exhibit 37 which is a Balance Sheet and the bracketed portions in the Balance Sheet are the losses, he stated that he is not aware. Similarly, the copy of Affidavit-in-Evidence of Shri Nityanand Kosmekar in IT/33/04 at Exhibit 39 was shown to him and he admitted the contents of Exhibit 39. In his deposition it has come on record that they had given a letter to GMS to enroll them as the members of the said Union and the workers had gone on strike from 31-05-2004 and all the workers including those designated as Trainees had also gone on strike from 31-05-2004. Hence, from these documents it is clear that the Company was in losses and the demands raised by them are not genuine in view of the financial condition of the Party II. Moreover, it has also come on record that none of the workers having so called affiliation with GMS are working in the Company at the Factory at Verna and there is nothing on record to show that all these workmen were members of the said Union and the Party I have even gone to the extent that even without verifying whether any workman is his member or not, or which employees are his members, they have submitted the Charter of Demands on the same day i.e. on 28-03-2004 which is a letter at Exh. 17 Colly wherein the Union informed the Employer that a new Union has been formed and gave a list of their local Committee and also submitted the Charter of Demand dated 28-03-2004 at Exh. 18 and in short the workers failed to show their membership to the Union i.e. to GMS.

68. It is to be noted here that from the documents produced more specifically the Company has filed the Balance Sheet for the year 2002 to 2004, 2010-11

and 2011-12 and the demand is made in the year 2004. The Balance Sheet for the year 2002 to 2004 clearly shows that the year ending March, 2002, there is a loss of Rs. 94,07,048/- and so also there is decrease in inventories Rs. 6,62,39,965/- there is a loss for the year March, 2003 which is of Rs. 77,63,330/- and the loss for the year March, 2004 is of Rs. 1,08,55,481/- and as the Balance Sheet shows consistent loss, it is impossible for any Company to accept the demands raised by the workmen which are not justified. Even further, on-going through the Statement of Profit and Loss Account for the year ending 2010-11, the loss is of Rs. 13,757.23/- and for the year 2011-12 of Rs. 18,106.61/-. Hence, in the various Balance Sheets, the Profit and Loss Account shows that the Company was making losses for the year 2002 to 2004.

69. It has come on record vide amendment made to the pleadings that the Party II entered into a settlement dated 19-10-2005 with the Union namely Glenmark Laboratories Employees Union, Verna Industrial Estate, Goa u/s 18(1) of the Industrial Disputes Act wherein the majority of the workmen accepted the benefits of this settlement and no dispute was raised by the said substantial majority workmen. Learned Adv. Shri S. Gaonkar on behalf of Party I places reliance on the following authorities.

1. (Copy Exh. 50 – Para 16)

1. **Hindustan Lever Ltd. V/s B. N. Dongre (1994) 6 SCC 157,** the Hon'ble Supreme Court has observed that “as is so well known, wages are among the major factors in the economic and social life of the working classes. Workers and their families depend almost entirely on wages to provide themselves with the three basic requirements of food, clothing and shelter. The other necessities of life like children's education, medical expenses, etc. must also come out of the emoluments earned by the bread-winner. Workers are therefore concerned with the purchasing power of the pay-packet they receive for their toil. If the rise in the pay-packet does not keep pace with the rise in prices of essentials the purchasing power of the pay-packet falls reducing the real wages leaving the workers and their families worse off. Therefore, if on account of inflation prices rise while the pay-packet remains frozen, real wages will fall sharply. This is what happens in periods of inflation. In order to prevent such a fall in real wages, different methods are adopted to provide for the rise in prices. In the cost-of-living sliding scale systems the basic wages are automatically adjusted to price changes shown by the cost-of-living index. In this way

*the purchasing power of workers' wages is maintained to the extent possible and necessary.”*

2. **Biddle Sawyer Limited V/s Chemical Employees Union (2003) 5 Bom CR 125** wherein the Hon'ble Bombay High Court has observed that “the entire attitude adopted by the Petitioner seems to be that the workmen should not get any upward revision in wages in accordance with the Impugned Award although the financial capacity is available and there has been a monstrous rise in the cost of living index. The gap between the last settlement and the present Award is also large in fact, as held by a catena of decisions of the Apex Court, then there is an erosion in real wages due to inflation or when there is a steep rise in the consumer price index or if the gap between the last wage fixation and the present one substantial, and upward revision in wages is justified. There can be no obstacle to granting such a revision if the Company is in a position to bear the financial burden.”
3. **Transport Corporation of India Ltd. V/s Maharashtra Rajya Mathadi Transport & General Kamgar Union, 2002 SCC OnLine Bom 437** wherein the Hon'ble High Court of Bombay has observed that “The Apex Court has held in a number of cases that the Industrial Tribunal must strive to endeavor to see that workers are paid fair wages and not merely the minimum wages. Fair wages are something less than the living wages, which are the ultimate goal, and more than the minimum wages which must be paid in any event. Fair wages which are fixed at a particular time may not remain fair with passage of time and the price increase and, therefore, a revision in wages is necessary. To a certain extent, this disparity is made up by payment of dearness allowance, but as the Apex court has consistently taken a view that 100% neutralization is not advisable, it is necessary to sufficiently bridge the gap between the wages and cost of living by revision of the wages as also the dearness allowance. The mere fact that there is an increase in the Consumer Price Index, justifies an upward revision.”
4. **Maharashtra General Kamgar Union V/s State of Maharashtra & Others 1995 (2) Mh. L.J.** wherein it is observed that “Dispute between an individual workman and

*employer with regard to discharge, dismissal, retrenchment or termination of services is deemed to be an industrial dispute under Section 2(k) notwithstanding that no other workman or union of workmen is party to the dispute and in reference proceedings arising out of dismissal of workmen, employer objecting to the maintainability of dispute as it was not supported by resolution of the Executive Committee of the Union – Union actively pursuing demand of workmen. Even otherwise, Appropriate Government having been apprised about existence of dispute between parties, that gave it jurisdiction to make reference under Section 10(1)(c).*

5. **J. H. Jadhav V/s Forbes Gokak Ltd. (2005) 3 Supreme Court Cases 202** wherein it has been held that there is no particular form prescribed to effect such espousal – Normally Union must express itself in the form of a resolution which should be proved if in issue, however, proof of support by Union may also be available in other ways – It would depend on facts of each case”.

70. I have perused all the above authorities in deciding the instant case and there is no dispute as regards the position of law as held in all the said cases but the facts of the present case are totally different from the above authorities. Therefore, these authorities do not benefit the Party I in any manner.

71. Further it is seen that the Party I are relying and comparing their Company with two other Companies namely Indico Remedies situated at Verna–Goa and Geno Pharmaceuticals Company Ltd. and states that they are also entitled for the same facilities which are made available to the workers of the above mentioned two Companies but to this it is seen that the Party I has not produced nor mentioned any details to show as to on what basis the benefits provided in both the above two Companies can be extended to them and according to him the Party II company is making consistent losses which is seen from the Balance Sheet produced which are at various exhibits as discussed above. More specifically the Balance sheet for the year 2003 which clearly shows in detail the financial position and the loss of the Party II because as per the said Balance Sheet there is a marking of BRF which shows that it is a loss making Company and more over it is to be noted here that the Party I have gone to the extent of seeking various demands without giving any justification to each of the demands. The demands are not justified with any cogent reasons and therefore the comparison made by the Party I of their Company with the

above mentioned Companies cannot be looked into as various other factors such as the profitability of the Company, the production capacity, the location and the age factor of all the three Companies are totally different and therefore the Geno Company and the Indico Company cannot be compared with the Party II Company which is just a three years old Company and the Party II Company is admittedly making heavy losses and moreover the Party I has not led any evidence nor produced anything on record to show as to in what manner both these Companies can be compared to the Party II as no Balance Sheet has been produced of these two Companies to compare the financial position and above all the Party I has failed to show that these workers employed by the Company are the members of the Union and as such the Union themselves have failed to show on whose behalf the Award, if any, shall be applicable. There are no details to show the list of the members with the membership registration, membership fees paid and there is no authority given by the workmen to represent them on their behalf and there is no resolution to that effect that the workmen has authorized to raise industrial dispute in connection with the Charter of Demands. Shri P. Gaonkar has admitted in his cross that he has not produced the Balance Sheets of both the above mentioned so called comparable concerns. He has also admitted that “It is true that the letter dated 02-04-2004 at Exhibit 19 does not make any allegations against the Company.

72. I have already discussed in detail while deciding issue No. 2 and additional issue No. 2-A that any of the workmen mentioned in Exh.17 are the members of GMS, nor the said workmen have passed any resolution giving authority to the said Union to represent them. Exhibit 18 which is a letter of Charter of Demand dated 28-03-2004 does not point out anywhere if any Resolution is passed by the workmen asking the union to represent them or to raise the Charter of Demands. Therefore, the very raising of the Charter of Demands is bad in law. Even Exhibit 19 which is a letter dated 02-04-2004 made to the Dy. Labour Commissioner also do not indicate anywhere that the so called workers of the Company are the members of the Union and as such according to me the dispute itself is bad in law and therefore Exhibit 23 and 24 respectively which are the Settlements dated 03-06-2006 made by the Party I Union and Indico Remedies and the Settlement dated 22-05-2009 between Geno Pharmaceuticals and their workmen have no bearing nor they can be made applicable to the case at hand. Therefore, the demands listed in the Claim Statement cannot be termed as genuine demands. The raising of the present dispute is bad in law as it is a settled law

that for adjudication of a dispute, the same has to be definite and this is because the Courts cannot enlarge the scope of reference or travel beyond the points specifically referred for its adjudication. It is only after when the Court comes to the conclusion that the dispute is precise and defined, it would be possible for the Court to look into the other aspects such as the paying capacity of the Employer, or if the wages are not in consonance with Consumer price Index. At this juncture I place reliance on the authority reported in the case of **M/s India Tourism Development Corporation, New Delhi v/s Delhi Administration 1982 Lab. I. C. 1309** to canvas the proposition that the dispute raised has to be definite and clear and if the same is indefinite and vague it might disqualify itself as an industrial dispute. Further, it is held that the Tribunal cannot go beyond the terms of reference, so also that the Tribunal cannot adjudicate the matters not within the purview of the dispute referred. Hence in view of the above reasons, issue No.1 is answered in the negative.

#### **Additional Issue No. 2B**

73. That during the pendency of the present case, the Party II made an amendment to the pleadings in the Written Statement stating that the reference is to be disposed off in terms of the settlement dated 19-10-2005 signed with Glenmark Laboratories Employees Union/Majority Union. This additional issue came to be framed in view of the fact that during the pendency of the present reference, the Party II entered into a settlement with the majority Union namely Glenmark Laboratories Employees Union dated 19-10-2005 under Section 18(1) of the Industrial Disputes Act, 1947 and further stated that the substantial majority of the workmen have accepted the benefits of the said settlement and placed on record the copy of the said settlement and prayed that in these circumstances an Award in terms of the said Settlement dated 19-10-2005 be passed in the present reference and that Party I Union has no locus standi to raise any industrial dispute at all. Upon framing of this additional issue both the Parties admitted in writing that they will not lead any evidence on this issue since it is a law point which is an admitted position. It has come on record that there is another Union known as Glenmark Laboratories Employees Union which is having majority character and they also sent a Charter of Demand and upon discussions, both the Parties arrived at a settlement and as such the Management has signed the Settlement with the Glenmark Laboratories Employees Union.

74. The first witness of the Party II Shri Seetharam Buddharaju has placed on record the copy of this

Settlement dated 19-10-2005. I have perused Exhibit 45 and perusal on the same clearly shows that the majority of the workmen have signed the said settlement with the management and therefore the Parties are bound by Exhibit 45. Even otherwise, it is proved by the Party II that its employees are not the Members of the Party I Union while deciding issue No. 2 and therefore this additional issue which is based on a law point of execution of the Deed of Settlement dated 19-10-2005, the Parties are bound by it and accordingly, the Party I has no locus standi to raise an industrial dispute at all on any of the issues. The settlement dated 19-10-2005 speaks for itself and the Parties are bound by it and the witness of the Party II admitted in cross that the settlement dated 19-10-2005 at Exhibit 45 is applicable to permanent workmen and they have revised their salaries. Accordingly, additional issue No. 2B stands answered in the affirmative.

#### **Additional Issue No. 1A**

75. Since, it is the contention of Party I that they are the employees of the Party II on the date the dispute was raised, this issue has been framed with a burden on them to discharge the same and the Party I have miserably failed to prove that they were the employees of the Party II on the date when the present dispute was raised. I have discussed in detail while deciding issue No. 2 and additional issue No. 2A that its employees are not the members of the Party I Union and apart from that, the Party I has not led any evidence to show that they were the employees of the Party II on the date when the present dispute was raised.

76. Shri P. Goankar, the only witness examined by Party I failed to prove that these workers were employed with the Party II at the relevant time as the Union has not examined any of the workmen of the Company and though the Company received a letter dated 28-03-2004 signed by Shri P. Gaonkar claiming to be the General Secretary of the GMS but no list of workers was submitted. Without verifying whether any workmen were its members or not, and which employees were the members, the Charter of Demands came to be submitted to the management. The details of the workers are not mentioned in any manner. If one peruses Exh. 22 Colly, which is a letter dated 04-11-2004 addressed to the Additional Labour Commissioner it is seen that the said list does not even remotely indicate that the said workmen are working with the Company, or that they are the members of the said Union, or that they are the employees of the Company and that any resolution has been passed on their behalf to raise the demand/dispute. Shri P. Gaonkar has not produced any Appointment Letter or any Wage Slip to show that

they were the employees of the said Company and merely because a list of persons is produced does not mean that they are the employees of the Party II Company. Shri P. Gaonkar has admitted in his cross-examination "At present I do not have any document to show that the workers whose names are listed in the list annexed to the letter dated 4-11-2004 were working with the Company. However I can produce the same" but failed to produce the same.

77. Further, it has come in his cross-examination that Exhibit 22 does not indicate as to when these employees were employed and inspite of giving an opportunity to Shri P. Gaonkar to produce the Appointment Letters of the said workmen, he stated in his cross that he cannot produce the Appointment Letters of the employees whose names are mentioned in the List at Exhibit 22 Colly. He also further stated that he cannot produce any document to show that the Company had given the same designations to the employees as mentioned against their names in the List at Exhibit 22 Colly. Hence, it has to be understood that Exh. 22 Colly is a half document which has no authenticity to prove the claim of the Party I. He has also admitted in his cross that the workers who are presently employed at Verna Factory are not the members of the Party I Union and he also stated that a separate Union was formed by the Officer of the Party II Company and Glenmark Laboratories Employees Union was registered under the Trade Union and the said Union was regis-

tered after the Party I Union had submitted their demands. This also goes to prove that he is aware of the formation of the second Union. He has also admitted in his cross that the workers had gone on strike on 01-06-2004 and states further that this strike was withdrawn on 18-10-2004 but this statement cannot be believed in the light of the fact that Shri Nityanand Kosambekar in IT/33/2004 stated in his cross that the workers had gone on strike on 31-05-2004 and according to him all the workers including those designated as Trainees had gone on strike from 31-05-2004 therefore the statement of Shri P. Gaonkar that the workmen went on strike on 01-06-2004 is not correct. Hence, all this goes to show that Party I failed to prove additional issue No.1A and accordingly the same is answered in the negative.

Accordingly, I pass the following Order:

#### O R D E R

- (1) The Award stands dismissed.
- (2) No Order as to cost.
- (3) Inform the Government accordingly.

Sd/-

(Bela N. Naik),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

Dated:- 05-05-2022.

Place:- Porvorim-Goa.



#### Department of Law & Judiciary Law (Establishment) Division

##### Order

No. 2/65/2016-LD(Estt)/Part-I/927

The Government of Goa is pleased to order the transfer and posting of the following Civil Registrar-cum-Sub Registrar (C.R.S.R.), Group 'B', Gazetted Officers of Registration Department, with immediate effect, in public interest:-

Sr. No.	Name of Officials	Present place of posting	Place of Transfer
1.	Smt. Soniya Sidhyesh Halarnkar	C.R.S.R., Bardez	C.R.S.R., Bicholim.
2.	Smt. Shradha Subhash Bhobe	C.R.S.R., Bicholim	C.R.S.R., Bardez.

The above Officers shall draw their pay and allowances against their respective posts at the place of transfer from the date of taking charge, they shall complete the process of handing over/taking over of charge and submit compliance.

By order and in the name of the Governor of Goa.

*Amir Y. Parab, Under Secretary (Law -Estt).*

Porvorim, 24th June, 2022.

## Office of the District Magistrate, North Goa

**Corrigendum**

No. 15/1/2017-MAG/SC-ST Atrocities/1247

Read: Order No. 15/1/2017-MAG/SC-ST Atrocities/2195 dated 04-08-2021.

In partial modification of the order read above the names at Sr. No. 11 and Sr. No. 12 and may be read as: "Shri Chandrakant Jadhav and Shri Rohidas Jalmi" respectively instead of "Shri Chandrashekhar Jadhav and Ravi Jalmi".

The other contents of the order remain unchanged.

*Gopal A. Parsekar*, Additional District Magistrate (North -Goa).

Panaji, 20th May, 2022.



## Department of Personnel

**Order**

No. 6/10/2017-PER/Part/3254

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Senior Scale officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the Officer	Posted as
1.	Shri Arvind B. Khutkar, Registrar of Co-operative Societies	Managing Director, Goa Education Development Corporation with additional charge of Managing Director, Goa State ST Finance and Development Corporation Ltd.
2.	Shri Vishant S. Naik Gaunekar, Managing Director, Goa Education Development Corporation	Registrar of Co-operative Societies.
3.	Shri Sanjeev C. Gauns Dessai, OSD Small Savings and Lotteries	Managing Director, Goa Tourism Development Corporation.
4.	Smt. Laura Britto e Madre Deus, Secretary State Police Complaint Authority	Special Officer, Planning & Statistics.

Shri Dipak M. Bandekar, Director of Information & Publicity shall hold additional charge of Director of Archives, in addition to his own duties.

The officers appointed on ex-cadre deputation post shall be governed by the standard terms of deputation.

Smt. Laura Britto e Madre Deus shall draw salary against the vacant post of Leave and Training Reserve.

The officers shall complete handing over and taking over process within three days of issue of this order and submit compliance.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 17th June, 2022.

**Order**

No. 6/10/2020-PER/PF/3286

Read: 1. Order No. 6/10/2020-PER/5406 dated 17-12-2020.

2. Memorandum No. 6/4/2020-PER/3206 dated 14-12-2021.

Whereas, on the recommendation of the Departmental Promotion Committee held on 16-12-2020, as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(3)/2020/851 dated 17-12-2020, the Junior Administrative Grade officers of Goa Civil Service were promoted to

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 13

30TH JUNE, 2022

Selection Grade, in Level 13 of CCS (RP) Rules, 2016 vide Order dated 17-12-2020 read at Sr. No. 1 in the preamble;

And whereas, Smt. Meena Naik Goltekar was not eligible for promotion to Selection Grade at that relevant time as the recommendations in respect of Smt. Naik Goltekar were kept in sealed cover in the DPC held on 15-10-2018 for promotion to Junior Administrative Grade;

And whereas, upon receipt of vigilance clearance, the GPSC vide letter No. COM/II/11/42(3)/2011/673 dated 16-10-2020 conveyed their recommendation in respect of Smt. Meena Naik Goltekar and she was promoted to Junior Administrative Grade of Goa Civil Service in Level 12 of the CCS (RP) Rules, 2016 w.e.f. 23-10-2018 in the order of her merit with due regard to the seniority within the respective grading vide order No. 6/11/2017-PER/5323 dated 07-12-2020;

And whereas, the seniority of the Junior Administrative Grade officers of the Goa Civil Service has been re-casted vide Memorandum No. 6/4/2020-PER/3206 dated 14-12-2021 on promotion of Smt. Meena Naik Goltekar with due regards to her seniority;

And whereas, a review DPC was held by GPSC on 27-05-2022 based on the re-casted seniority to review the DPC held on 16-12-2020 for considering eligibility of Smt. Meena Naik Goltekar for promotion to Selection Grade;

And whereas, the GPSC vide letter No. COM/II/11/42(3)/2020/116 dated 30-05-2022 has conveyed the recommendations of the Review DPC held on 27-05-2022 to promote Smt. Meena Naik Goltekar to the post of Selection Grade of Goa Civil Service on regular basis;

Now therefore, on the recommendation of the review Departmental Promotion Committee held on 27-05-2022, the Governor of Goa is pleased to promote Smt. Meena Naik Goltekar in terms of Rule 33 of Goa Civil Service Rules, 2016 to the post of Selection Grade, in the Level 13 of Central Civil Services (RP) Rules, 2016 w.e.f. 17-12-2020 with the consequential monetary benefits and place her below Shri Damodar S. Morajkar and above Smt. Laura Britto e Madre Deus in the promotion Order dated 17-12-2020 read at Sr. No.1 in the preamble.

The officer shall exercise option for fixation of pay in promotional grade in terms of F. R. 22(I)a(1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the officer shall continue to hold the post presently held by her.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 21st June, 2022.

**Order**

No. 22/8/2007-PER/3307

The Governor of Goa is pleased to order transfer and posting of the following IPS Officers, with immediate effect, in public interest:-

Sr. No.	Name of the Officers	Posted as
1.	Shri Abhishek Dhania, IPS, Looking after the charge of SP (South)	Superintendent of Police (South).
2.	Shri Bosco George, IPS SP (Security)	Commandant IRBn with additional charge of SP (Security); FRRO and SP (SPCR).

Shri Shobhit D. Sakseña, IPS, Superintendent of Police (North) shall hold additional charge of Superintendent of Police (ANC).

Shri Shekhar Prabhudesai, Superintendent of Police, shall also hold the additional charge of Superintendent of Police (Anti-Corruption Branch).

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).

Porvorim, 21st June, 2022.

**Order**

No. 15/22/96-PER/Part-II/3336

Read: 1) Notification No. 15/22/96-PER/Part-I dated 04-10-1999 published in the Official Gazette, Series I No. 30 dated 21-10-1999.

2) Notification No. 15/22/96-PER-I/Part-I dated 27-07-2011 published in the Official Gazette, Series I No. 21 dated 25-08-2011.

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 13

30TH JUNE, 2022

- 3) Notification No. 01/25/87-PER(Pt.II) dated 06-02-2013 published in the Official Gazette, Series I No. 46 dated 14-02-2013.
- 4) Notification No. 15/22/96-PER/Part-II/2588 dated 14-10-2021 published in the Official Gazette, Series I No. 31 dated 28-10-2021.
- 5) Letter No. COM/I/5/42(1)/2022/414 dated 09-06-2022 of the Deputy Secretary, Goa Public Service Commission, Panaji-Goa.

The Result of the Departmental Examination of the following Officers in the cadre of Block Development Officers conducted by the Goa Public Service Commission in pursuance to the Notifications at Sr. Nos. (1), (2), (3) & (4) read in preamble held from 25-04-2022 to 29-04-2022, is declared, as indicated against their name:

Sr. No.	Name of the officer	Results	Remarks
1.	Shri Siddesh S. Kerkar	Pass	.....
2.	Shri Ashwin alias Sadashiv K. Dessai	Pass	.....
3.	Shri Paritosh U. Fal Dessai	Pass	.....
4.	Shri Suryajirao V. Rane	Fail	Failed in Paper IV, V, VI, VII, VIII, & IX.
5.	Shri Anil L. Dhumaskar	Fail	Failed in Paper II, IV, V, VI, VII, VIII & IX.
6.	Shri Gurudatta P. Naik	Fail	Failed in Paper VIII.
7.	Shri M. B. Parwar	Fail	Failed in Paper I, II, III, IV, V, VI, VII, VIII, IX and X.
8.	Shri Anil S. Naik	Fail	Absent in Paper I, II, III, IV, V, VI, VII, VIII, IX and X.

This is issued based on the result of the above candidates communicated by the Goa Public Service Commission vide letter read in preamble at Sr. No. (5).

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 22nd June, 2022.

**Order**

No. 5/19/2021-PER/3345

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(1)/2022/148 dated 17-06-2022, the Governor of Goa is pleased to promote and appoint under Rule 17 of the Goa Civil Service Rules, 2016, the following Officers holding the posts included in Schedule-II of the said Rules to the post of Junior Scale Officer of Goa Civil Service, Group 'A', Gazetted, in the Level 10 of Central Civil Services (RP) Rules, 2016 with immediate effect:-

1. Shri Shivprasad S. Naik.
2. Shri Krishnakant Sakharam Pangam.
3. Shri Manesh Hari Kedar.
4. Kum. Prajakta Dina Goltekar.
5. Shri Bhagwant Anay Karmali.
6. Shri Prasiddh Prakash Naik.
7. Shri Shrikant Babi Pednekar.
8. Shri Amitesh Anant Shirvoikar (ST).

9. Shri Milindra Ganesh Velip (ST).
10. Shri Prakash Redkar.
11. Shri Sandeep Sahadev Gawde.
12. Shri Raghuraj Arun Faldesai.
13. Smt. Avelina Dsa E Pereira.
14. Smt. Durga D. Kinlekar.

The Officers shall be on probation for a period of two years from the date of their joining and shall submit their Annual Assessment Report during the probation period. The Officers shall exercise their option for fixation of pay in promotional grade in terms of FR. 22 (I)(a)(1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the Officers shall continue to hold the posts presently held by them until further orders.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 23rd June, 2022.

**Department of Planning**  
 Directorate of Planning, Statistics & Evaluation  
 and  
 Office of the Chief Registrar of Births & Deaths

**Notification**

No. DPSE/RBD/CRS-Notification/2017/1207

In exercise of the powers conferred by sub-section (2) of Section 4 of the Registration of Births and Deaths Act, 1969 (Central Act No. 18 of 1969), the Government of Goa is hereby pleased to appoint Shri Digambar V. Kalapurkar, Deputy Director of Directorate of Planning, Statistics and Evaluation, Government of Goa as the "Additional Chief Registrar of Births and Deaths".

Shri Digambar V. Kalapurkar will hold the additional charge of the post of Additional Chief Registrar of Births and Deaths in addition to his own duties with immediate effect.

By order and in the name of the Governor of Goa.

*Vijay B. Saxena*, Director/Chief Registrar (Births and Deaths).

Porvorim, 22nd June, 2022.

**Department of Public Health****Order**

No. 46/2/2006-I/PHD/983

Read: Order No. 46/2/2006-I/PHD/849 dated 03-06-2022.

Government is pleased to post Dr. Angelica Siona Gomes, Deputy Director (Public Health) at Goa State AIDS Control Society on working arrangement with immediate effect.

Dr. Angelica Siona Gomes shall draw her salary from the post of Dy. Director (Public Health).

This supercedes the earlier Order dated 03-06-2022 read in preamble.

By order and in the name of the Governor of Goa.

*Gautami Parmekar*, Under Secretary (Health-II).

Porvorim, 20th June, 2022.

**Order**

No. 44/28/2017-I/PHD/987

Dr. Anil Humraskar, Health Officer, STD Clinic Bainha presently holding the charge of Sub District Hospital, Chicalim is hereby deployed to work at

Community Health Centre, Valpoi with immediate effect.

Consequent to above, Dr. Sujata Kamat, Medical Officer, Sub District Hospital, Chicalim shall hold the charge of STD Clinic Bainha and SDH, Chicalim.

By order and in the name of the Governor of Goa.

*Gautami Parmekar*, Under Secretary (Health-II).  
 Porvorim, 23rd June, 2022.

**Order**

No. 44/26/2017-I/PHD/999

Government is pleased to transfer the following doctor under Directorate of Health Services, with immediate effect:-

Sr. No.	Name of Doctor	Present place of posting	Posted at
1.	Dr. Tejan Lotlikar, Medical Officer	South Goa District Hospital, Margao	Primary Health Centre, Margao deployed at PHC, Cortalim.

By order and in the name of the Governor of Goa.

*Gautami Parmekar*, Under Secretary (Health-II).  
 Porvorim, 23rd June, 2022.

**Department of Water Resources**

Office of the Chief Engineer

**Notification**

No. 4/4/CE-WRD/EO/2022-23/98

In exercise of powers conferred by sub-section (1) of Section 14 of "The Dam Safety Act, 2021" (No. 41 of 2021) of Government of India which extends to whole of India, the Government of Goa hereby constitutes The Goa State Dam Safety Organization (Goa-SDSO), headed by Superintending Engineer, Circle-IV, Water Resources Department, head quartered at Gogal, Margao, Goa. The office of Superintending Engineer, Circle IV is now named as The Goa State Dam Safety Organization (Goa-SDSO).

The above organization shall comprise of the following officers:

Sr. No.	Designation	Address
1.	The Superintending Engineer, Circle-IV, WRD	Gogal, Margao-Goa.
2.	The Executive Engineer, Works Division-X, WRD	Pajimol, Sanguem, Goa.
3.	The Executive Engineer, Works Division-V, WRD	Karapur, Sanquelim, Goa.

1. All Specified dams in the state shall fall under the jurisdiction of Goa-SDSO in matters relating to dam inspections, analysis of information, investigation reports or recommendations regarding safety status and remedial measures to be undertaken for prevention of dam failure related disasters and to ensure their safe functioning.

2. Goa-SDSO shall be responsible to and report to the Chief Engineer (Water Resources) & Ex-Officio Addl. Secretary to Government of Goa.

3. Goa-SDSO shall-(a) keep perpetual surveillance; (b) carry out inspections; and (c) monitor the operation and maintenance of all specified dams falling under their jurisdiction to ensure continued safety of such specified dams and to suggest such measures as may be necessary to address safety concerns that are noticed with a view to achieve satisfactory level of dam safety assurance as per such guidelines, standards and others directions on dam safety as may be specified by the regulations.

4. Goa-SDSO for the purpose of enabling it to make decisions compatible with public safety, shall make or cause to be made such investigations and shall gather or cause to be gathered such data as may be required for proper review and study of the various features of the dam design, construction, repair and enlargement of dams, reservoirs and appurtenant structures under their jurisdiction.

5. Having regards to the number of specified dams in the State, such number of officers and employees shall be provided to the State Dam Safety Organization as it may consider necessary for the efficient functioning of the said organization:

6. The functions and powers of the officers and employees appointed under Section (7) shall be such as may be prescribed by the State Government.

7. The Organizational structure and work procedures of the State Dam Safety Organization shall be such as may be prescribed by the State Government.

8. The Goa-SDSO may invite the representative of the owner of any specified dam and such other

experts in dam safety (including international experts) as it may consider appropriate for the discharge of its functions. The fee and allowances paid to the expert invitees shall be such as may be prescribed by the State Government. The administrative and other expenses of the State Dam Safety Organization shall be borne by the State Government.

9. The State Dam Safety Organization shall classify each dam under their jurisdiction as per such vulnerability and hazard classification criteria as may be specified by the regulations.

10. State Dam Safety Organization shall maintain a log book or database for each specified dam under their jurisdiction recording therein all activities related to the surveillance and inspection and all important events related to dam safety and with such details and in such form as may be specified by the regulations and shall furnish all such information to the Authority as and when required by them.

11. State Dam Safety Organization shall report the event of any dam failure under their jurisdiction to the Authority, and furnish any information as and when required by them and shall maintain the records of major dam incident of each specified dams under their jurisdiction, furnish all such information to the Authority as and when required by them.

12. State Dam Safety Organization shall render its instructions to the owner of a specified dam on the safety or the remedial measures required to be taken with respect to it.

13. The above composition of Goa-SDSO shall be in force from the date of this notification. Government of Goa can Re-Constitute the said Goa-SDSO as felt necessary from time to time, to fulfill its functions.

By order and in the name of the Governor of Goa.

*P. B. Badami, Chief Engineer & ex officio Additional Secretary (WRD).*

Porvorim, 24th June, 2022.

#### Notification

No. 4/4/CE-WRD/EO/2022-23/99

In exercise of powers conferred by sub-section (1) of Section 14 of "The Dam Safety Act, 2021" (No. 41 of 2021) of Government of India which extends to whole of India, the Government of Goa hereby constitutes Goa State Committee on Dam Safety, for the Dams in the State of Goa. The said Committee shall come in force from the date of notification with the following composition:

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 13

30TH JUNE, 2022

Sr. No.	Name of the Official Post/Representative on behalf of Government	Designations
(i)	The Chief Engineer, Water Resources Department & Ex Officio Additional Secretary to Government	Chairperson.
(ii) a)	Superintending Engineer, Circle-IV, WRD, Gogal, Margao, Goa	Member.
(iii) b)	Superintending Engineer, Central Planning Organization, WRD, Porvorim-Goa	Member.
(iv)	Three Expert Members nominated by Government for Dam Safety Panel from time to time	Members.
(v)	Principal Chief Engineer, Public Works Department, Altinho, Panaji-Goa	Member.
(vi)	Director, Instrumentation, Central Water Commission, Room No. 411, 4th floor (South), Sewa Bhawan, R.K. Puram, New Delhi 110066	Member.
(vii)	Director, Hydro Project Appraisal (HPA) Division, Central Electricity Authority, Ministry of Power Sewa Bhawan, R.K. Puram, New Delhi 110066	Member.
(viii)	The Head of the Civil Engineering Dept. Goa Engineering College-Farmagudi, Ponda, Goa	Member.

- 1) The above Committee shall discharge its functions as specified in the Third Schedule of Dam Safety Act, 2021 as may be necessary to prevent dam failure related disasters under this Act as per guidelines, standards and other directions on dam safety issued by the Authority.
- 2) The State Dam Safety Committee, in discharge of its functions, shall be assisted by such sub-committees as it may consider necessary, and the Secretarial assistance to the State Committee as well as its sub-committees shall be provided by the concerned State Dam Safety Organization.
- 3) The State Dam Safety Committee may invite the representative of the owner of any specified dam and such other experts in Dam Safety as it may consider appropriate, for the discharge of its functions.
- 4) The State Dam Safety Committee shall meet at such times and places and shall observe such rules of procedure in regards to the transaction of business at its meetings as may be prescribed by the State Government: provided that the State Dam Safety Committee shall meet twice in a year and one meeting shall be held before the onset of the monsoon season.
- 5) The above composition of State Committee on Dam Safety shall be in force for three years from the date of this notification, and thereafter the committee shall re-constituted for every three years thereafter.
- 6) The expenditure incurred on the meetings of the State Committee shall be in the manner as may be prescribed by the State Government.
- 7) The specialist members & other experts invitees who attend the meeting of the State Committee or its sub-committee shall be paid such fees and allowances as may be prescribed by the State Government.

By order and in the name of the Governor of Goa.

*P. B. Badami*, Chief Engineer & ex officio Additional Secretary (WRD).

Porvorim, 24th June, 2022.

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